

COVENANT

(If this method is chosen as a Performance Guarantee, file two (2) copies with the Planning Board. After endorsement of the Definitive Plan, one (1) copy will be kept by the Planning Board and the second copy will be returned to the applicant who shall record it at the Plymouth County Registry of Deeds).

The undersigned has submitted an application dated \_\_\_\_\_,  
to the Marion Planning Board for approval of a Definitive Plan of a subdivision of land  
entitled: \_\_\_\_\_,  
plan by: \_\_\_\_\_ dated: \_\_\_\_\_  
and owned by: \_\_\_\_\_  
mailing address: \_\_\_\_\_,  
land located: \_\_\_\_\_,  
and showing \_\_\_\_\_ proposed lots. The undersigned has  
requested the Planning Board to approve such plan without requiring a performance  
bond.

IN CONSIDERATION of said, Planning Board of Marion, in the county of Plymouth,  
Commonwealth of Massachusetts, approving said plan without requiring a performance  
bond, the undersigned hereby covenants and agrees with the inhabitants of the Town of  
Marion as follows:

That the undersigned is the owner\*\* in fee simple absolute of all the land included in the  
subdivision and that there are no mortgages of record or otherwise on any of the land,  
except for those described below, and that the present holders of said mortgages have  
assented to this contract prior to its execution by the undersigned.

\*\*If there is more than one owner, all must sign. "Applicant" may be an owner or his  
agent or representative, or his assigns, but the owner of record must sign the covenant.

That the undersigned will not sell or convey any lot in the subdivision or erect or place  
any permanent building on any lot until the construction of ways and installation of  
municipal services necessary to adequately serve such lot has been completed in  
accordance with the covenants, conditions, agreements, terms, and provisions as specified  
in each of the following:

The Application for Approval of Definitive Plan (Form 2C)

The Subdivision Control Law and the Planning Board's Rules and Regulations  
governing this subdivision.

The Definitive Plan as approved.

Other document(s) specifying construction to be completed, namely:

However, a mortgagee who acquires title to the mortgaged premises by  
foreclosure or otherwise and any succeeding owner of the mortgaged premises or  
part thereof may sell or convey any lot, subject only to that portion of this

covenant which provides that no lot be sold or conveyed or shall be built upon until ways and services have been provided to serve such lot.

That this covenant shall be binding upon the executors, administrators, devisees, heirs, successors, and assigns of the undersigned and shall constitute a covenant running with the land included in the subdivision and shall operate as restrictions upon the land.

That particular lots within the subdivision shall be released from the foregoing conditions upon the recording of a Certificate of Performance executed by a majority of the Planning Board and enumerating the specific lots to be released.

That nothing herein shall be deemed to prohibit a conveyance by a single deed subject to this covenant, of either the entire parcel of land shown on the subdivision plan or of all lots not previously released by the Planning Board

That the undersigned agrees to record this covenant with the Plymouth County Registry of deeds, forthwith, or to pay the necessary recording fee to the said Plannign Board in the event the Planning Board shall record this agreement forthwith. Reference to this covenant shall be entered upon the definitive subdivision plan as approved.

A deed of any part of the subdivision in violation of the covenant shall be voidable by the grantee prior to the release of the covenant; but not later than three (3) years from the date of such deed, as provided in Section 81-U, Chapter 41, M.G.L.

That this covenant shall be executed before endorsement of approval of the Definitive Plan by the Planning Board and shall take effect upon the endorsement of approval.

Upon final completion of the construction of ways and installation of municipal services as specified herein, on or before:

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(date when construction and installation is to be completed)

The Planning Board shall release this covenant by an appropriate instrument, duly acknowledged. Failure to complete construction and installation within the time specified herein or such later date as may be specified by vote of the Planning Board with a written concurrence of the applicant, shall result in automatic rescission of the approval of the plan. Upon performance of this covenant with respect to any lot, the Planning Board may release such lot from this covenant by an appropriate instrument duly recorded.

Nothing herein shall prohibit the applicant from varying the method of securing the construction of ways and installation of municipal services from time to time or from securing by one, or in part by one and in part by another of the methods described in M.G.L., Chapter 41, Section 81-U, as long as such security is sufficient in the opinion of the Planning Board to secure performance of the construction and installation.

For title of the property, see deed from \_\_\_\_\_,  
dated \_\_\_\_\_, recorded in the Plymouth County Registry of  
Deeds, Book \_\_\_\_\_, Page \_\_\_\_\_, or registered by the recorder of the Land  
Court as Document No. \_\_\_\_\_. And being on Certificate of Title No. \_\_\_\_\_,  
in Registration Book \_\_\_\_\_, Page \_\_\_\_\_.

The present holder of a mortgage on the property is

\_\_\_\_\_ of  
\_\_\_\_\_.

The mortgage is dated \_\_\_\_\_ and recorded in the Plymouth County  
Registry of Deeds, Book \_\_\_\_\_, Page \_\_\_\_\_, or registered by the recorder of  
the Land Court as Document No. \_\_\_\_\_, and being on certificate of Title  
No. \_\_\_\_\_, in Registration Book \_\_\_\_\_, Page \_\_\_\_\_. The mortgagee  
agrees to hold the mortgage subject to the covenants set forth above and agrees that the  
covenants shall have the same status, force, and effect as though executed and recorded  
before the taking of the mortgage and further agrees that the mortgage shall be  
subordinate to the above covenant.

\_\_\_\_\_, spouse of the undersigned applicant, hereby agrees that such interest as I, we, may have in the premises shall be subject to the provisions of this covenant and insofar as is necessary releases all rights of tenancy by the dower or homestead and other interests therein.

IN WITNESS WHEREOF we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature of owner or owners

Then personally appeared before me the above name applicant and acknowledged the foregoing instrument to be (his/her) free act and deed.

Commonwealth of Massachusetts, Notary Public \_\_\_\_\_  
Date \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF MORTGAGEE OR AUTHORIZED REPRESENTATIVE  
(if applicable)

\_\_\_\_\_  
Date \_\_\_\_\_

Then personally appeared before me the above name applicant and acknowledged the foregoing instrument to be (his/her) free act and deed.

Commonwealth of Massachusetts, Notary Public \_\_\_\_\_  
Date \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Acceptance by a Majority of the Planning Board  
of the Town of Marion, Massachusetts

